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7 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 JOHN D. KNECHT, an unmarried man,

10 Plaintiff,

11 vs.

12 FIDELITY NATIONAL TITLE INSURANCE
COMPANY, MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS INC.,
DEUTSCHE BANK NATIONAL TRUST CO.
AS TRUSTEE FOR GSR MORTGAGE LOAN
TRUST 2006-0A1, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2006-
0A1, AMERICAN HOME MORTGAGE
SERVICING INC.

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17 Defendants.

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19 NO. 2:12-cv-01575 RAJ

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21 FIDELITY NATIONAL TITLE
INSURANCE COMPANY'S
ANSWER

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23 Defendant Fidelity National Title Insurance Company ("Fidelity"), by and through its
attorney of record, Daniel A. Womac, answers Plaintiff John D. Knecht's ("Plaintiff") Complaint
(Dkt #1-1) as follows:

24 I. INTRODUCTION

25 Fidelity responds to Plaintiff's Complaint based on all available information at this time
and after reasonable investigation into each allegation. Unless specifically admitted in this

ANSWER-1

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1 Answer, Fidelity denies each and every allegation, claim and prayer contained in the Complaint.
2 Fidelity also reserves the right to amend this Answer based on information learned through
3 discovery or further investigation.

4 II. RESPONSE TO COMPLAINT – PARTIES, JURISDICTION AND VENUE

5 1.1 The documents referenced in Paragraph 1.1 speak for themselves, and thus
6 require no response. Fidelity is without information or knowledge sufficient to form a belief as
7 to any remaining allegations in Paragraph 1.1, and therefore denies the same.

8 1.2 The documents referenced in Paragraph 1.2 speak for themselves, and thus
9 require no response. Fidelity is without information or knowledge sufficient to form a belief as
10 to any remaining allegations in Paragraph 1.2, and therefore denies the same.

11 1.3 The documents referenced in Paragraph 1.3 speak for themselves, and thus
12 require no response. Fidelity is without information or knowledge sufficient to form a belief as
13 to any remaining allegations in Paragraph 1.3, and therefore denies the same.

14 1.4 The documents referenced in Paragraph 1.4 speak for themselves, and thus
15 require no response. Fidelity is without information or knowledge sufficient to form a belief as
16 to any remaining allegations in Paragraph 1.4, and therefore denies the same.

17 1.5 The documents referenced in Paragraph 1.5 speak for themselves, and thus
18 require no response. Fidelity is without information or knowledge sufficient to form a belief as
19 to any remaining allegations in Paragraph 1.5, and therefore denies the same.

20 1.6 Paragraph 1.6 states legal conclusions and thus requires no response. To the
21 extent that an answer is required, however, Fidelity admits that this Court has jurisdiction over
22 this matter.

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25 ANSWER-2

1 III. EXHIBITS AND EXPLANATIONS

2 2.1 The documents referenced in Paragraph 2.1 speak for themselves, and thus
3 require no response. Fidelity is without information or knowledge sufficient to form a belief as
4 to any remaining allegations in Paragraph 2.1, and therefore denies the same.

5 2.2 There are no allegations in Paragraph 2.2, and thus no response is required.

6 2.3 The documents referenced in Paragraph 2.3 speak for themselves, and thus
7 require no response. Fidelity is without information or knowledge sufficient to form a belief as
8 to any remaining allegations in Paragraph 2.3, and therefore denies the same.

9 2.4 The documents referenced in Paragraph 2.4 speak for themselves, and thus
10 require no response. Fidelity is without information or knowledge sufficient to form a belief as
11 to any remaining allegations in Paragraph 2.4, and therefore denies the same.

12 2.5 The documents referenced in Paragraph 2.5 speak for themselves, and thus
13 require no response. Fidelity is without information or knowledge sufficient to form a belief as
14 to any remaining allegations in Paragraph 2.5, and therefore denies the same.

15 2.6 The documents referenced in Paragraph 2.6 speak for themselves, and thus
16 require no response. Fidelity is without information or knowledge sufficient to form a belief as
17 to any remaining allegations in Paragraph 2.6, and therefore denies the same.

18 2.7 The documents referenced in Paragraph 2.7 speak for themselves, and thus
19 require no response. Fidelity is without information or knowledge sufficient to form a belief as
20 to any remaining allegations in Paragraph 2.7, and therefore denies the same.

21 2.8 The documents referenced in Paragraph 2.8 speak for themselves, and thus
22 require no response. Fidelity is without information or knowledge sufficient to form a belief as
23 to any remaining allegations in Paragraph 2.8, and therefore denies the same.

24 **ANSWER-3**

1 2.9 The documents referenced in Paragraph 2.9 speak for themselves, and thus
 2 require no response. Fidelity is without information or knowledge sufficient to form a belief as
 3 to any remaining allegations in Paragraph 2.9, and therefore denies the same.

4 IV. CLAIMS

5 3.1 Paragraph 3.1 A - G only states legal conclusions which do not comply with
 6 Fed.R.Civ.P. 8, and thus do not require a response. To the extent that any answer is required,
 7 Fidelity denies that Plaintiff is entitled to any relief as requested in Paragraph 3.1, and denies any
 8 allegations in Plaintiff's summary of events.

9 3.2 Paragraph 3.2 A - B only states legal conclusions which do not comply with
 10 Fed.R.Civ.P. 8, and thus do not require a response. To the extent that any answer is required,
 11 Fidelity denies that Plaintiff is entitled to any relief as requested in Paragraph 3.3, and denies any
 12 allegations in Plaintiff's summary of events.

13 3.3 Paragraph 3.3 A - B only states legal conclusions which do not comply with
 14 Fed.R.Civ.P 8, and thus do not require a response. To the extent that any answer is required,
 15 Fidelity denies that Plaintiff is entitled to any relief as requested in Paragraph 3.3, and denies any
 16 allegations in Plaintiff's summary of events.

17 3.4 Paragraph 3.4 only states legal conclusions which do not comply with
 18 Fed.R.Civ.P 8, and thus do not require a response. To the extent that any answer is required,
 19 Fidelity denies that Plaintiff is entitled to any relief as requested in Paragraph 3.4, and denies any
 20 allegations in Plaintiff's summary of events.

21 3.5 Paragraph 3.5 A - C only states legal conclusions which do not comply with
 22 Fed.R.Civ.P 8, and thus do not require a response. To the extent that any answer is required,

23 ANSWER-4

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1 Fidelity denies that Plaintiff is entitled to any relief as requested in Paragraph 3.5, and denies any
2 allegations in Plaintiff's summary of events.

3 3.6 Paragraph 3.1 A - C only states legal conclusions which do not comply with
4 Fed.R.Civ.P 8, and thus do not require a response. To the extent that any answer is required,
5 Fidelity denies that Plaintiff is entitled to any relief as requested in Paragraph 3.6, and denies any
6 allegations in Plaintiff's summary of events.
7

8 V. REQUEST FOR RELIEF

9 4.1 Fidelity denies that Plaintiff is entitled to any relief as requested in his prayer, and
10 denies any and all allegations contained therein.

11 VI. AFFIRMATIVE DEFENSES

12 Fidelity sets forth the following affirmative defenses to any and all claims made by
13 Plaintiff in his Complaint. Fidelity reserves the right to amend or supplement these affirmative
14 defenses following discovery and further investigation into Plaintiff's claims.
15

16 1. Plaintiff's claims fail to state a claim against Fidelity upon which relief can be
17 granted.

18 2. Plaintiff's claims are barred by equitable doctrines including but not limited to
19 unclean hands, waiver, avoidable consequence, laches and/or estoppel.

20 3. Plaintiff's claims are barred because he failed to mitigate his damages, if any.

21 4. Plaintiff's claims are barred because he assumed the risk that he would not be able
22 to pay his mortgage as provided in the requisite contracts/notes.

23 5. Plaintiff's claims may be barred by applicable statute of limitations.

24 6. Plaintiff's claims may be barred by the economic loss doctrine.

ANSWER-5

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7. Plaintiff's claims are barred because he has failed to identify a justiciable controversy as required to establish declaratory relief under applicable law.

8. Plaintiff's alleged damages, if any, were proximately caused, in whole or part, by the actions or fault of others, including parties not yet named and Plaintiff's own negligence in exercising reasonable care for his financial duties and responsibilities.

9. Plaintiff's alleged damages are a result of his breach of contract.

10. Defendant Fidelity's actions or practices were not unfair or deceptive under RCW
19.86 *et seq.*

11. Plaintiff is not entitled to injunctive relief affecting foreclosure until he reinstates his loan obligation. He has not proven he is capable of doing this at all.

12. Plaintiff is not entitled to quiet title to the Property because there are no legitimate competing claims for ownership at this time.

13. Defendant Fidelity has complied with all applicable law in setting any and all sales related to the Property in this case.

DATED this 27th day of March, 2013.

FIDELITY NATIONAL LAW GROUP

/s/ Daniel Womac
Daniel A. Womac, WSBA #36394
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Seattle, WA 98101
(206) 224-6004
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*Attorneys for Defendant Fidelity National
Title Insurance Company*

ANSWER-6

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CERTIFICATE OF SERVICE

I hereby certify that on the date given below I caused to be served the foregoing
FIDELITY NATIONAL TITLE INSURANCE COMPANY'S ANSWER on the following
individuals in the manner indicated via CM/ECF notifications:

Scott E Stafne
Stafne Law Firm
239 N. Olympia Avenue
Arlington, WA 98223
Attorney for Plaintiff

Frederick B. Rivera
Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Attorney for Defendants
Attorney for Defendants
MERS, Inc., Deutsche Bank National Trust Co.
as Trustee for GSR Mortgage Loan Trust
2006-0A1, Mortgage Pass-Through
Certificates, Series 2006-0A1, American Home
Mortgage Servicing Inc.

SIGNED this 27th day of March, 2013.

/s/ Daniel Womac
Daniel Womac

ANSWER-7

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